



**AGENDA
CITY COUNCIL**


*1368 Research Park Dr
Beavercreek, Ohio*

**Work Session –January 25, 2016, following Regular Meeting
Council Chambers**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. DISCUSSION ITEMS
 - A. Lofino Plaza Renovation Financing
 - B. Park Maintenance Agreement
- V. COUNCIL COMMITTEE/EVENT UPDATES
- VI. ADJOURNMENT

Memo

To: Mike Cornell, City Manager
From: Kim Farrell, CPRP, Park Superintendent
Cc: Mike Thonnerieux, PASD
Date: January 20, 2016
Re: Lofino Expansion



To finance the renovations at the Lofino Plaza, the City will be issuing a one-year bond anticipation note (BAN). A BAN is issued in anticipation of issuance of a long term bond after the final costs for the project have been determined.

The BAN legislation will be prepared by our Bond Attorney, Peck, Shaffer & Williams, and it is anticipated that the legislation will be presented at the February 8th, 2015 Council Meeting. The BAN was budgeted in 2016 for an amount not to exceed \$1.5m.

Since this is an ordinance, the BAN legislation will be read for the first time on February 8th, second reading on February 22nd and the third and final reading will be March 14th. The ordinance will take effect 30 days later on April 14th and the BAN will be placed on the open market at the end of April.

The proceeds of the BAN should be received in early May and be available for paying the architect and construction costs.

Since the actual funds will not be received until May and the City could incur costs associated with this project (architect fees), the City will also bring forward a Reimbursement Resolution at the February 8th Council meeting. This will allow the City to make payments for services related to the project prior to obtaining the BAN funds and reimbursing the City with these funds. This document will also be prepared by the City's Bond Attorney.

Once construction costs have been finalized, the City will issue a long term bond for the renovation costs. The City projected a twenty year bond with the debt service payments being made starting in 2017 paid from the Parks Levy Fund.

The legislation for the bonds in 2017 will follow the same timeline as the BAN legislation and will require three readings and 30 days for the ordinance to be effective. We expect that the ordinance would be brought forth in February of 2017. It is anticipated that the 20 year bonds will be issued at approximately 4% and the debt service payment would be approximately \$115k per year. It should be noted that the existing Senior Center renovation bonds from the first project will be paid off on December 1, 2018. The current debt service payment is approximately \$47k per year.

Levin Porter was selected as the architect firm to complete the Lofino Center expansion project. Below is a timeline we will be working with:

- February 8: 1st Reading of Ordinance for Bond Anticipation Note
- February 22: 2nd Reading for BAN
- March 13: 3rd Reading for BAN
- April 14: Ordinance takes effect
- April: Architect firm meet with City Council to present preliminary drawings
- May: Bond funds available for renovation
- June: Final drawings presented to City Council
- July: RFP for construction (via architect firm)
- September: Selection of construction company
- October: Begin construction
- 2017: Occupancy

Memo

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MAC 1/20/16

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Memo

To: Michael Cornell, City Manager
From: Kim Farrell, Park Superintendent
Date: January 20, 2016
Re: Beavercreek Township Park Maintenance Agreement

MAC 1/20/16

Attached is the draft agreement between the City of Beavercreek, Beavercreek Township and Beavercreek Township Park District regarding Park Services. Staff has explored the idea to combine park services, whereas, the City Parks Department would take over maintenance of all Township and Township Park District Parks, exhibit A in agreement.

Beavercreek Township would make 2 yearly payments to the City for this service. The Township would continue to pay 100% of all capital expenditures in their parks. Our anticipated start date is March 1, in order to achieve this, below is the timeline we would like to adhere to:

January 25 – Work session with City Council
February 1 - Trustees authorize TA to enter into agreement
February 8 – Resolution authorizing CM to enter into agreement
Late February begin public education program regarding reservation and maintenance
March 1 – Implementation

Park Management Agreement

This Management Agreement is made this _____ day of _____ 2016 by and between the CITY OF BEAVERCREEK (hereinafter "City") as Lessee and BOARD OF TRUSTEES OF BEAVERCREEK TOWNSHIP and BEAVERCREEK TOWNSHIP PARK DISTRICT (hereafter "Township and Park District") as Lessors.

WITNESSETH

WHEREAS, the City is a corporate entity located entirely within the Township; and

WHEREAS, the Township and Park District own or control the properties listed in Exhibit "A" which have been designated for use as public parks (hereafter "Park" or "Parks"); and

WHEREAS, it is the intent of the City, Township and Park District to create more efficient and effective service delivery for Parks, Recreation and Senior Services to the residents of Beavercreek in the incorporated and the unincorporated areas; and

WHEREAS, it is the intent that there be cooperation by and between the Township and the City in the sharing of the Park's operating costs for the benefit of all their residents;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. CITY SERVICES

The City shall provide, perform, or cause to be performed, the following services for Township and Park District Parks: routine maintenance and repair of Park equipment, facilities and grounds; the scheduling, programming and providing of Park activities; the collection of revenue derived from Park activities; separate accounting for all Park expenses and revenues; the preparation of an annual consolidated Park operating budget for all Parks; and assistance and advice to the Township and Park District in the planning and preparation of Park improvements.

2. OPERATING BUDGET

During the City's budget preparation period, the City shall prepare an annual operating budget for the Parks for the upcoming calendar year. The annual Parks operating budget shall include all proposed expenditures planned by the City in connection with the provisions of services to be provided by the City as required by this Agreement during the upcoming calendar year. The City shall provide a copy of the proposed Township and Park District Parks operating budget to the Township and Park District for their review and comment prior to final adoption by the City.

The parties also acknowledge that removal of Ash trees will be required during the term of this Agreement. The City if requested will provide a separate budgeted amount for the removal of the Ash trees. The cost of removal will be the sole expense of the Park owner. Alternatively, at the City's option the City will provide guidance and coordinate with the Park owner the removal of hazardous Ash trees

It is understood by the parties that the City will not be responsible for any capital expenditures.

3. CAPITAL IMPROVEMENTS AND FIXED ASSETS

The Township, Park District and City shall work together cooperatively to plan for the installation of future Park improvements and assets. However, it is understood by the parties that the property owner shall be responsible for determining all future capital improvements and fixed assets to be installed at the Parks and for the payment of the cost of such improvements and assets. All such improvements shall be the sole property of the property owner. Any such improvements which will have a significant impact on operating and maintenance expenses shall first be agreed to by both the Park owner and the City.

Capital expenditures shall be defined as any expense over five thousand dollars (\$5,000) and shall be the responsibility of the owner of that Park.

4. OWNERSHIP OF CAPITAL IMPROVEMENTS AND FIXED ASSETS

Any Park capital improvements or assets purchased during the terms of this Agreement shall be the sole property of the Park owner. The manner of disposing of such capital improvements or assets shall be determined solely by the owner of the Park. Proceeds, if any, or losses, if any, resulting from the disposition of such capital improvements or assets shall belong to the owner of the Park.

5. PARK USER FEES AND REVENUES

The City may charge and collect fees for the use of Parks facilities set forth on Exhibit A. All fees collected for the use of Park facilities and programs at the Parks subject to this Agreement, stay with the City.

6. PAYMENTS

For the services to be provided under this Agreement, the Township agrees to pay the City in two (2) semi-annual installments with the first being due June 15, 2016 and the second being due December 31, 2016.

The annual amount of the contract will be calculated by applying the previous year's annual percentage change in the Consumer Price Index (CPI) to the 2016 base amount of One Hundred Thirty Six Thousand, and Six Hundred Eighty Five Dollars (\$136,685). See Exhibit B for example of calculation.

The annual percentage change will be no less than one and one-half percent (1.5%) increase and no more than a four and one-half percent (4.5%) increase, regardless of the year's annual percentage change in the CPI.

The specific CPI to be used in calculating the rate changes will be the Urban Wage Earners and Clerical Workers, for Cincinnati-Hamilton OH-KY-IN, all items, not seasonally adjusted (CPI CWUSA213SA0)

7. INSURANCE

The owner of the Park shall be responsible for providing insurance coverage of any and all equipment and property on or stored at those Parks owned by that entity. Additionally, the Township, Park District and City shall each have general liability insurance that covers each of their respective Parks, all facilities and those activities performed at the Park, in an amount not less than One Million Dollars (\$1,000,000). Each party to this Agreement shall name the other as an additional insured on their insurance policies. The City will be responsible for the equipment used to maintain the facilities.

8. TERM OF AGREEMENT

Effective date of this Agreement shall be March 1, 2016. This agreement will automatically renew every fifth year on January 1.

Any party to the Agreement may upon twelve (12) months written notice withdraw from the Agreement. Upon withdraw an accounting of funds collected and expenditures made or owed will be provided to the withdrawing party. The withdraw by only the Township or Park District shall not automatically result in the termination of this Agreement if the City and remaining party jointly agree to continue under the terms of this Agreement. The withdrawing party will continue to be obligated for any expense incurred by reason of the withdrawing parties request to terminate the contract.

9. EXPLORATORY COMMITTEE

The Township and City shall work together to establish an exploratory committee to continue to explore long term funding sources for Park and Recreation services throughout the Beaver Creek community

10. GENERAL PROVISIONS

A. This Agreement shall not be assigned or conveyed to any other party without the express written consent of both parties to this Agreement. This Agreement shall be binding and inure to the benefit of the parties, their successors and assigns. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by the parties or their respective duly authorized representative. This Agreement may be executed in one (1) or more copies, each of which shall be deemed original.

B. This Agreement is a full integration of any and all discussions and agreements between the parties pertaining to the Township Parks. This Agreement may only be amended in writing after approval by the Board of Trustees of Beaver Creek Township or Township Administrator and the Beaver Creek City Council or City Administrator.

IN WITNESS THEREOF, this Agreement is binding upon execution by all intended parties.

CITY OF BEAVERCREEK, OHIO

Michael A. Cornell, City Manager

Date

BEAVERCREEK TOWNSHIP

Alex Zaharieff, Township Administrator

Date

BEAVERCREEK PARK DISTRICT

Robert Darden, Chairman

Date

Exhibit A

Beavercreek Township Properties

A. Leist Park, Orchard Lane

Owned and Operated by Township

B. Phillips Park, Dayton-Xenia Rd

Owned and Operated by Township

C. Koogler Reserve, Beaver Valley Rd

Operated by Township

D. Rotary Park, Dayton-Xenia Rd

Owned by Township, Operated by City

E. Victory Park, Dayton-Xenia Rd (including Owens Place)

Owned by Township Park District, Operated by Township

F. Community Park, Factory Rd

Owned by Township Park District, Operated by Township

Exhibit B

Example of CPI-CW Annual Adjustments – Billing 2017

Annual Index#: (2016) -Index Increased 2.0% from previous year:	222.8
Base Index: (2015)	218.4
Index Increase:	4.4
CPI Percentage Increase*:	2.0%
Contract Base: (2016)	\$136,685
Calculated Contract Amount: (2017)	\$139,419

Example of CPI-CW Annual Adjustments – Billing 2018

Annual Index#: (2017) -Index Increased 2.5% from previous year:	228.4
CPI Index: (2016)	222.8
Index Increase	5.6
CPI Percentage Increase*:	2.5%
Contract Base: (2017)	\$139,419
Calculated Contract Amount (2018)	\$142,904

Tickmarks:

#=Previous year's annual index normally released in February of each year.

*=Subject to floor and ceiling provisions noted in Section 6 of the Agreement.